

**UNITED STATES BANKRUPTCY COURT**  
Eastern District of California

**Honorable Ronald H. Sargis**  
Bankruptcy Judge  
Modesto, California

**June 15, 2023 at 10:00 a.m.**

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1. [22-90420-E-7](#)  
[RLL-1](#)

**ROBERT MERRICK**  
Gary Fraley

**CONTINUED MOTION FOR RELIEF  
FROM AUTOMATIC STAY  
4-6-23 [38]**

**STEVEN SAVICKAS, ET AL. VS.**

**THIS MATTER WILL BE HEARD ON THE COURT'S 10:30 a.m. CALENDAR  
TO BE CONDUCTED IN CONJUNCTION WITH THE TRUSTEE'S  
MOTION TO APPROVE COMPROMISE**

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

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Local Rule 9014-1(f)(1) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 7 Trustee, Trustee's Attorney, parties requesting special notice, and Office of the United States Trustee on April 6, 2023. By the court's calculation, 28 days' notice was provided. 28 days' notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). The defaults of the non-responding parties and other parties in interest are entered.

<b>The Motion for Relief from the Automatic Stay is granted.</b>
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Steven Savickas and Kristie Purdy (“Movants”) seek relief from the automatic stay to allow Movants to pursue any and all rights to property subject of the underlying Calaveras County Superior Court Probate Case, *In re Kathie Merrick*, Case No. 21PR8362 (the “Probate Case”). Movants contend the probate court has issued orders to distribute the assets of debtor Robert Allen Merrick’s (“Debtor”) deceased spouse, Kathie (“Deceased Spouse”). Movants are the adult children of Deceased Spouse. The court notes, there is a third child, Mark Savickas, who also asserts rights in the Probate Case, but is not a moving party to this Motion.

### Probate Court Orders

Movants contend that the Probate Case issued several orders to distribute the assets of Deceased Spouse:

1. **November 29, 2021 Order:**

- a. **San Andreas Property** - The Probate Court ordered Debtor to have the real property commonly known as 1439 Calaveritas Road, San Andreas, California (“San Andreas Property”) and the furnishings therein. November 2021 Stipulation and Order, Exhibit C, Dckt. 41.

The San Andreas Property is Debtor’s residence and is listed in Debtor’s Schedules A/B, C, D, E/F, and H. Dckt. 22.

- b. **Coins** - Additionally, the November Order awarded various coins (“Coins”) to movant Steven. November 2021 Stipulation and Order, Exhibit C, Dckt. 41.

Debtor listed in their Schedule A/B ownership of gold and silver found in the contents of a safe. Schedule A/B, Dckt. 22.

2. **January 11, 2022 Order:**

- a. **Reimbursements to Movant** - Court ordered Debtor to (1) pay Movants to reimburse for expenses for back mortgage payments; (2) transfer a Pershing property to Movants as inheritance from Deceased Spouse; and (3) make a written proposal for the monetary value of a train set, otherwise, the value shall be determined by an independent appraiser. January 2022 Stipulation and Order, Exhibit D, Dckt. 41.

3. **May 31, 2022 Order:**

- a. **One-Half Interest in San Andreas Property** - Court ordered (1) Debtor to pay to Movant reimbursements for certain expenses and replacement values for certain assets; (2) Debtor to deliver certain assets to Movants; (3) Debtor to pay Movants for their share of certain assets; (4) any coin collection found in the safe at the San Andreas Property shall be given to movant Steven; and (5) if Debtor

fails to make any of the payments in the May 2022 Stipulation, or any previous Stipulation and Order, in full by December 1, 2022, Debtor shall sign a promissory note secured by the San Andreas Property for outstanding monies. If Debtor fails to pay in full by May 11, 2023, Debtor shall deed one-half of the San Andreas Property to Movants and Mark Savickas. May 2022 Stipulation and Order, Exhibit E, Dckt. 41.

Movants assert that as of April 6, 2023, Debtor has failed to make the required payments. Declaration, Dckt. 40 ¶ 12. Additionally, Movants discovered that the San Andreas Property is subject to possible foreclosure. *Id.* ¶ 13; Notice of Default and Election to Sell, Exhibit F, Dckt. 41.

### Request for Relief

Movants seek relief from the automatic stay to protect their rights in the San Andreas Property and Coins, as ordered by the Probate Court.

## **CHAPTER 7 TRUSTEE’S RESPONSE**

Gary Farrar (“the Chapter 7 Trustee”) filed a Response on May 31, 2023. Dckt. 59. Trustee does not oppose the Motion, except to the extent it requests relief to pursue the gold, silver, and other coins (“Safe Contents”) that Trustee recovered from a locked safe at the San Andreas Property. Trustee states the Safe Contents are property of the estate, subject to the Motion to Approve Compromise. Docket Control No. BLF-4.

The Motion to Approve Compromise resolves Movants’ claim that they are entitled to the coins. The Compromise provides, amongst other things, that Movants are entitled to the following Safe Contents:

1. 12 Gold Coins Canadian
2. 36 Gold Coins Canadian
3. Approximately 854 Silver Quarters
4. 600 Silver Dollars
5. 24 of 96 Bars of Silver
6. Other Assorted Coins

Declaration, Dckt. 61; Settlement Agreement, Exhibit C in Support of Motion to Approve Compromise, Dckt. 62.

Trustee objects to the Motion for Relief as it applies to the Safe Contents, as the Compromise resolves the dispute and relief is not necessary.

The court agrees, relief is not necessary as to the Coins, given the Motion to Approve Compromise settles the dispute regarding the coin collection found in the safe.

## DISCUSSION

The court may grant relief from stay for cause when it is necessary to allow litigation in a nonbankruptcy court. 3 COLLIER ON BANKRUPTCY ¶ 362.07[3][a] (Alan N. Resnick & Henry J. Sommer eds. 16th ed.). The moving party bears the burden of establishing a prima facie case that relief from the automatic stay is warranted, however. *LaPierre v. Advanced Med. Spa Inc. (In re Advanced Med. Spa Inc.)*, No. EC-16-1087, 2016 Bankr. LEXIS 2205, at \*8–9 (B.A.P. 9th Cir. May 23, 2016). To determine “whether cause exists to allow litigation to proceed in another forum, ‘the bankruptcy court must balance the potential hardship that will be incurred by the party seeking relief if the stay is not lifted against the potential prejudice to the debtor and the bankruptcy estate.’” *Id.* at \*9 (quoting *Green v. Brotman Med. Ctr., Inc. (In re Brotman Med. Ctr., Inc.)*, No. CC-08-1056-DKMo, 2008 Bankr. LEXIS 4692, at \*6 (B.A.P. 9th Cir. Aug. 15, 2008)) (citing *In re Aleris Int’l, Inc.*, 456 B.R. 35, 47 (Bankr. D. Del. 2011)). The basis for such relief under 11 U.S.C. § 362(d)(1) when there is pending litigation in another forum is predicated on factors of judicial economy, including whether the suit involves multiple parties or is ready for trial. *See Christensen v. Tucson Estates, Inc. (In re Tucson Estates, Inc.)*, 912 F.2d 1162 (9th Cir. 1990); *Packerland Packing Co. v. Griffith Brokerage Co. (In re Kemble)*, 776 F.2d 802 (9th Cir. 1985); *Santa Clara Cty. Fair Ass’n v. Sanders (In re Santa Clara Cty. Fair Ass’n)*, 180 B.R. 564 (B.A.P. 9th Cir. 1995); *Truebro, Inc. v. Plumberex Specialty Prods., Inc. (In re Plumberex Specialty Prods., Inc.)*, 311 B.R. 551 (Bankr. C.D. Cal. 2004).

The court finds that the nature of the Probate Case warrants relief from stay for cause. The issues appear to have been litigated already, and multiple Stipulation and Orders have been entered with respect to the subject property rights. Additionally, it appears Movants rights to the San Andreas Property may be affected if relief is not granted, given the evidence that Debtor is in default on the mortgage payments.

Therefore, judicial economy dictates that the Probate Case be allowed to continue after the considerable time and resources put into the matter already.

The court shall issue an order modifying the automatic stay as it applies to Debtor to allow Movants to continue litigation in the Probate Case and protect their rights stipulated to in the May 2022 Stipulation and Order, this includes their rights to one-half interest in the San Andreas Property.

The automatic stay is not modified with respect to any enforcement any money judgment or monetary award against Debtor, Gary Farrar (“the Chapter 7 Trustee”), or property of the bankruptcy estate. Any judgment obtained for a monetary award shall be submitted to this court for the proper treatment of any claims arising under the Bankruptcy Code.

No other or additional relief is granted by the court.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by Steven Savickas and Kristie Purdy (“Movant”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the automatic stay provisions of 11 U.S.C. § 362(a) are modified as applicable to Robert Allen Merrick (“Debtor”) to allow Movant, its agents, representatives and successors, and trustee under the trust deed, and any other beneficiary or trustee, and their respective agents and successors to proceed with litigation in Calaveras County Superior Court Probate Case, *In re Kathie Merrick*, Case No. 21PR8362, to enforce their rights in property, including the real property commonly known as 1439 Calaveritas Road, San Andreas, California (“San Andreas Property”), on the stipulated terms set forth in the May 31, 2022 Stipulation and Order filed as Exhibit Exhibit E in support of the Motion (Dckt. 41).

**IT IS FURTHER ORDERED** that the automatic stay is not modified with respect to enforcement of any money judgment or monetary award against Debtor, Gary Farrar (“the Chapter 7 Trustee”), or property of the bankruptcy estate. Any money judgment or monetary award obtained by Movants shall be submitted to this court for the proper treatment of any claims arising under the Bankruptcy Code.

No other or additional relief is granted.

AMERICAN AGCREDIT FLCA, ET AL VS.

SUBCHAPTER V

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

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Local Rule 9014-1(f)(1) Motion—Hearing Required.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor's Attorney, Chapter 11 Subchapter V Trustee, creditors holding the twenty largest unsecured claims, creditors, parties requesting special notice, and Office of the United States Trustee on May 16, 2023. By the court's calculation, 30 days' notice was provided. 28 days' notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). The defaults of the non-responding parties and other parties in interest are entered.

<p><b>The Motion for Relief from the Automatic Stay is <span style="color: red;">xxxxx</span>.</b></p>
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American AgCredit, FLCA ("FLCA") and American AgCredit, PCA ("PCA"), collectively, "Movants," seek relief from the automatic stay, or, in the alternative, for adequate protections of their interest.

The court has been presented with a 17-page motion (Dckt. 39), 19-page memorandum of points and authorities (Dckt. 47), 15-pages of declarations (Dckts. 41, 42), and 365-pages worth of exhibits (Dckts. 43, 44, 46). In the Motion, Movant instructs the court to review the hundreds and hundreds pages of exhibits to identify the collateral and the various obligations to which they relate.

The court has begun the task of parsing through the Motion and supporting documents to determine not only whether relief is appropriate, but also what relief Movants believe they are entitled to. Due to the pages and pages and pages of pleadings and exhibits, much work remains to be done.

From the court's initial review of the Motion, Movants are asserting the following as grounds to terminate the stay because:

1. Improper purpose:

Movants claim the case was filed as part of an ongoing family dispute. Movants claim there were various disputes between father and son, Mr. George Arata, Sr. ("Mr. Arata") and Mr. George Arata, Jr. ("Son"). Motion, Dckt. 39 at 4 ¶ 3.

2. Debtor has not paid the fully matured loan to Movant PCA.

Movant has provided a 3.5 page "summary" of the loan transaction between Movant PCA and Debtor. Motion, Dckt. 39 at 5-8. The history of the loan is more than confusing to the court, with numerous parties, assets, and interests described.

It appears to the court that Debtor signed two promissory notes in favor of Movant PCA:

(1) February 26, 2021 - in the amount of \$150,000, and

(2) May 9, 2022 - in the amount of \$200,000.

The Motion states that the loans contained Supplemental Loan Agreements that provide "Continuing Guaranties" of non-debtor parties. Additionally, the Motion states the Supplemental Loan Agreement provides that the "collateral" described in the Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, secures obligations related to various loans. Motion, Dckt. 39 at 5, 7. It would take considerable amount of time and resources for the court to parse through the hundreds of pages of supporting documents to determine the relationship between the PCA Loan, the aforementioned documents, and these various loans. It is not clear to the court what Movants are trying to establish.

The Motion also states the PCA Deed of Trust secures real and personal property concerning agricultural real property in Brentwood, California. Motion, Dckt. 39 at 6:9-11. Additionally, the Motion states numerous non-debtors guaranteed the debt. *Id.* at 6, . The Motion states Debtor and numerous non-debtors signed security agreements granting interest to Movant PCA in their personal property, as well as a continuing guarantee. *Id.* at 6, 7. Movant PCA states they filed a UCC with California Secretary of State. *Id.* at 8.

Movants state Debtor's Loan of Movant PCA matured on April 1, 2023. The unpaid indebtedness due totals \$174,800.87, of which \$155,019 is principal, the remainder interest and late charges. *Id.* at 8:5-7.

3. Non-Debtor Arata Farm Management, Inc. ("AFM") has failed to pay their fully matured loan.

Movants state there were two loan transactions with non-debtor AFM. Both AFM loans were signed by guarantors, and Supplemental Loan Agreements provide that the AFM Loan and Continuing Guaranties are secured by the PCA Deed of Trust (the court assumes this is the same Deed of Trust as above). Additionally, the Supplemental Loan Agreements states the collateral described in the PCA Deed

of Trust also secures obligations to various loans, of which the court does not know the nature of the loans. The AFM Loan matured on April 1, 2023. Motion, Dckt. 39 at 8-10.

4. Guarantors have failed to pay obligations due to Movant PCA, secured by the PCA Deed of Trust and applicable security agreements.

As mentioned above, Movant contends there are numerous non-debtor guarantors on both loans.

5. Movant PCA has lack of adequate insurance on their collateral.

Movant contends they are entitled to a 10.75% interest rate on their fully matured loan. Motion, Dckt. 39 at 8.

6. The family dispute has jeopardized and prejudiced the interests of Movants.

Movants are informed there is a dispute between Mr. George Arata, Sr., the President of Debtor, and his son. Motion, Dckt. 39 at 13. The disputes concern equipment owned by Debtor. *Id.* Movants were informed that Mr. Arata's son has took control and retained equipment over the objection of Debtor. *Id.* Therefore, Mr. Arata's son may be in possession of equipment that is Movants' collateral. *Id.*

7. Debtor does not have any current income or business operations.

8. Non-debtors have defaulted on the Movant FLCA loan.

Movants state Movant FLCA has a senior in priority Deed of Trust. The loan transactions of FLCA are to various non-debtor parties. The FLCA Deed of Trust secures the non-debtor loan and encumbers the real and personal property in Brentwood, California. The non-debtors signed a "Notice of Advance Under Deed of Trust." As of May 2, 2023, there remains an unpaid indebtedness due to FLCA.

9. Movants have not properly been joined in the partition action.

There is an ongoing partition action regarding the Arata family. Motion, Dckt. 39 at ¶ 9. Movants state neither were named as defendants in the Partition Action. Movants state if they are not named as defendants, they must intervene because the action seeks to partition real and personal property subject to the PCA Deed of Trust and FLCA Deed of Trust.

10. Both Movants need relief from the stay given the structure of the Movant PCA loans, and cross collateralization. Motion, Dckt. 39 at 14 ¶ 16.

11. Movants request waiver of the 14-day stay period provided in the Federal Rules of Bankruptcy Procedure. Motion, Dckt. 39 at 17.

## **DEBTOR/DEBTOR IN POSSESSION'S OPPOSITION**

Debtor/Debtor in Possession filed an Opposition on June 5, 2023. Dckt. 53. Debtor/Debtor in Possession opposes Movants' Motion on the grounds:



1. Adequately Protected - The debt owed to Movant PCA is secured by farm equipment with equity at least twice as much as the debt. Additionally, the real property that secures the debt has over \$3,000,000 in equity to support the debt. Debtor is not opposed to making interest payments in the interim.
2. Proper Purpose - The Chapter 11 case was filed for a proper purpose, and was prompted by a lawsuit filed by a fuel supplier. Any underlying family disputes have mostly been resolved. The Plan will provide payment in full of all claims.
3. Assets Are Necessary for an Effective Reorganization - The liquidation of all assets will be the thrust of a Chapter 11 Plan.
4. No basis for waiver of Rule 4001(a)(3) - No basis for the waiver was pleaded in the Motion.

### **MOVANTS' REPLY BRIEF**

Movants filed a reply brief on June 8, 2023. Dckt. 57. Movants state:

1. The family dispute has not yet been resolved. Mr. Arata's son is attempting to transfer (unidentified) property of Debtor (which is property of the bankruptcy estate to third-parties. This would appear to be a sanctionable violation of the automatic stay – which the Debtor/Debtor in Possession and its management, as fiduciaries, have a fiduciary obligation to immediately prosecute to cease such violation.
2. The proposed sale of the equipment is illusory. No proposed adversary proceeding for turnover to recover equipment seized by Mr. Arata's son has been filed.
3. Debtor's PCA loan is fully due and payable, as well as the PCA loan to AFM.
4. The PCA and FLCA loans are secured by the non-debtor real property, subject to the Partition Action.
5. The guarantors are obtaining the benefit of the filing.
6. Debtor has no income nor evidence of insurance.
7. The proposed sale of the equipment to pay creditors reflects a transaction between insiders.
8. Waiver of the 14-day stay is proper because Movants have been delayed long enough.

## **DISCUSSION**

The court has been presented with a seemingly complex situation. The complexity involves not only the facts surrounding the underlying case, but also the way in which Movants have crafter their Motion and supporting documents and presented it to the court.

Movants Motion provides 17-pages worth of complicated history between Movants, the Debtor, and non-debtor parties, and their assets and liabilities. The court has already taken considerable time and resources to review various documents Movants have provided. Even so, the court is still puzzled with the history of the various interests and assets of Debtor, Movants, and non-debtor parties.

The court is inclined to request supplemental briefing on the matter, to allow Movants to clearly and concisely state the relief requested and grounds for relief. Absent supplemental briefing, the court is tasked with flipping through the hundred of documents just to piece together the relationship between the various parties, interests, and assets.

At the hearing, **XXXXXXXXXX**

# FINAL RULINGS

3. [23-90029-E-11](#) **RAMIL/MELINA ABALKHAD** **MOTION FOR RELIEF FROM**  
[AP-1](#) **Matthew Resnik** **AUTOMATIC STAY**  
**4-20-23 [73]**  
**WELLS FARGO BANK, NATIONAL**  
**ASSOCIATION VS.**

**Final Ruling:** No appearance at the June 15, 2023 hearing is required.  
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Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor in Possession's, Debtor in Possession's Attorney, creditors holding the twenty largest unsecured claims, and Office of the United States Trustee on April 20, 2023. By the court's calculation, 56 days' notice was provided. 28 days' notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered. Upon review of the record, there are no disputed material factual issues, and the matter will be resolved without oral argument. The court will issue its ruling from the parties' pleadings.

**The Motion for Relief from the Automatic Stay is granted.**

Wells Fargo Bank, National Association, Successor by Merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Structured Asset Securities Corporation Pass-Through Certificates, Series 2003-26A ("Movant") seeks relief from the automatic stay with respect to Ramil Abalkhad and Melina Abalkhad's ("Debtors") real property commonly known as 6234 Penfield Ave, Woodland Hills, California ("Property"). Movant has provided the Declaration of Leonor Elrondo to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

The Property is listed on Debtor's Original Schedule A/B, with a value of \$1,438,900. Schedule A/B, Dckt. 1. However, Debtor has since amended their schedules, and now the Property is not listed. Amended Schedule A/B, Dckt. 98.

Movant states on or about October 15, 2012, an unauthorized Quit Claim Deed was executed and recorded on October 16, 2012, which transferred their interest in the Property to a “Naynua Abed” as a gift. Exhibit 4, Dckt. 75. Although Debtors are borrowers on the Note, they do not have an interest in the Property for the benefit of the estate.

Movant argues Debtor has not made 2 post-petition payments, with a total of \$7,111.66 in post-petition payments past due. Declaration, Dckt. 78.

## **DISCUSSION**

From the evidence provided to the court, and only for purposes of this Motion for Relief, the debt secured by this asset is determined to be \$364,709.33 (Declaration, Dckt. 78). Debtors do not have an interest in the Property, having gifted it to a third-party in 2012, however, Debtors remain the borrowers under the Note and have fell delinquent in payments.

### **11 U.S.C. § 362(d)(1): Grant Relief for Cause**

Whether there is cause under 11 U.S.C. § 362(d)(1) to grant relief from the automatic stay is a matter within the discretion of a bankruptcy court and is decided on a case-by-case basis. *See J E Livestock, Inc. v. Wells Fargo Bank, N.A. (In re J E Livestock, Inc.)*, 375 B.R. 892 (B.A.P. 10th Cir. 2007) (quoting *In re Busch*, 294 B.R. 137, 140 (B.A.P. 10th Cir. 2003)) (explaining that granting relief is determined on a case-by-case basis because “cause” is not further defined in the Bankruptcy Code); *In re Silverling*, 179 B.R. 909 (Bankr. E.D. Cal. 1995), *aff’d sub nom. Silverling v. United States (In re Silverling)*, No. CIV. S-95-470 WBS, 1996 U.S. Dist. LEXIS 4332 (E.D. Cal. 1996). While granting relief for cause includes a lack of adequate protection, there are other grounds. *See In re J E Livestock, Inc.*, 375 B.R. at 897 (quoting *In re Busch*, 294 B.R. at 140). The court maintains the right to grant relief from stay for cause when a debtor has not been diligent in carrying out his or her duties in the bankruptcy case, has not made required payments, or is using bankruptcy as a means to delay payment or foreclosure. *W. Equities, Inc. v. Harlan (In re Harlan)*, 783 F.2d 839 (9th Cir. 1986); *Ellis v. Parr (In re Ellis)*, 60 B.R. 432 (B.A.P. 9th Cir. 1985). The court determines that cause exists for terminating the automatic stay, including defaults in post-petition payments that have come due. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432.

The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, and all other creditors having lien rights against the Property, to conduct a nonjudicial foreclosure sale pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, at the nonjudicial foreclosure sale to obtain possession of the Property.

No other or additional relief is granted by the court.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by Wells Fargo Bank, National Association, Successor by Merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Structured Asset Securities Corporation Pass-Through Certificates, Series 2003-26A (“Movant”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and trustee under the trust deed, and any other beneficiary or trustee, and their respective agents and successors under any trust deed that is recorded against the real property commonly known as 6234 Penfield Ave, Woodland Hills, California (“Property”) to secure an obligation to exercise any and all rights arising under the promissory note, trust deed, and applicable nonbankruptcy law to conduct a nonjudicial foreclosure sale and for the purchaser at any such sale to obtain possession of the Property.